AGENDA ITEM 11.(b) **MEETING DATE** January 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT **GOVERNING BOARD AGENDA ITEM**

TO:	MEMBERS OF THE GOVERNING BOARD
SUBJECT:	CONSENT CALENDAR - HUMAN RESOURCES
<u>REQUESTED ACTION</u>:	APPROVAL

EMPLOYMENT 2019-2020

Regular Assignment

<u>Name</u>	Assignment	Effective
Sheila Hudson	Dean, Health Sciences & Kinesiology	02/03/2020
Lisa Neeley	Dean, Career, Technical & Education	01/16/2020

Part-Time Adjunct Assignment

Name	<u>Assignment</u>	Effective
David Fernandez	Adjunct Instructor – Athletics (not to exceed 67%)	01/09/20 - 05/21/20
Janelle McGee	Adjunct Instructor – Athletics (not to exceed 67%)	01/09/20 - 05/21/20
Thomas Purcell	Adjunct Instructor – Athletics (not to exceed 67%)	01/09/20 - 05/21/20
Skyler Takeda	Adjunct Instructor – Athletics (not to exceed 67%)	01/09/20 - 05/21/20
Megan Segle	Adjunct Librarian – Reference Desk (not to exceed 67%)	01/09/20 - 05/21/20
Sarah Stretch	Adjunct Instructor – Athletics (not to exceed 67%)	01/09/20 - 05/21/20

Out of Class

<u>Name</u>	<u>Assignment</u>
Susan Beavers	A&R Analyst
Chor Thao	Special Project

oject – Title IX p

Effective

01/01/20 - 03/31/2009/29/19 - 06/30/20 (Revised)

Mary Jones Human Resources

January 3, 2020

Date Submitted

Celia Esposito-Noy, Ed.D. Superintendent-President

January 15, 2020

Date Approved

SOLANO COMMUNITY COLLEGE HUMAN RESOURCES CONSENT CALENDAR Governing Board Meeting January 15, 2020 Page 2

Short-term/Temporary/Substitute

<u>Name</u>	Assignment	Fund/Grant	<u>Effective</u>	<u>Amount</u>
Kevin Anderson	First Year Experience	Student Equity	01/09/20 - 06/30/20	\$71.72/hr.
Rachel Aptekar	First Year Experience	Student Equity	01/09/20 - 06/30/20	\$71.72/hr.
Marilyn Ashlin	K-12 Pathways Coord	1 5	01/16/20 - 06/30/20	\$65.00/hr.
	(Special Project)	Strong Workforce		
Jacob Barker	Journey Level Asst – Fire	General Fund	01/16/20 - 06/30/20	\$25.00/hr.
	Academy			
Isaac Benton	First Year Experience	Student Equity	01/09/20 - 06/30/20	\$50.53/hr.
Theresa Brunner	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$60.69/hr.
Joseph Conrad	First Year Experience	Student Equity	01/09/20 - 06/30/20	\$71.72/hr.
Ronald R. Dillion, Jr.	Custodian	General Fund	01/16/20 - 06/30/20	\$13.62/hr.
Mark Fink	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$71.72/hr.
Ferdinanda Florence	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$69.05/hr.
Nadirah Jones	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$52.55/hr.
Kiran Kaur	First Year Experience	Student Equity	01/09/20 - 06/30/20	\$69.05/hr.
Karen Lowe	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$69.05/hr.
Melanie Lutz	First Year Experience	Student Equity	01/09/20 - 06/30/20	\$71.72/hr.
Pam Muick	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$71.72/hr.
Marcie McDaniel	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$69.05/hr.
Terri Pearson-Bloom	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$69.05/hr.
Rachel Purdie	First Year Experience	Student Equity	01/09/20 - 06/30/20	\$60.69/hr.
Kristieen Rodriguez	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$60.62/hr.
Kerri Ryer	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$64.87/hr.
Sheila Smith	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$60.69/hr.
Carla Spindt	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$69.05/hr.
Commodore St.	First Year Experience	Student Equity	01/09/20 - 06/30/20	\$58.59/hr.
Germain				
JoAnne Strickland	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$64.84/hr.
Rebecca Tili	Instructional Assistant	Perkins	01/16/20 - 05/21/20	\$16.56/hr.
Rebecca Valentino	Costume Design for Spring	General Fund	01/16/20 - 03/25/20	\$2,500.00
	Mjusicals			(Stipend)
Curley Wikkerling- Miller	Teaching 4 Equity	Student Equity	01/15/20 - 06/30/20	\$60.69/hr.

GRATUITOUS SERVICE

<u>Name</u>	School/Department	Effective	<u>Assignment</u>
Jay Williams	Vallejo Center	01/09/20 - 12/31/20	Vallejo Lab Assistant

AGENDA ITEM 11.(c) MEETING DATE January 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION

<u>REQUESTED ACTION</u>: APPROVAL

PERSONAL SERVICES AGREEMENTS

<u>Student Services</u> David Williams, Vice President of Academic Affairs

<u>Name</u>	<u>Assignment</u>	Effective	Amount
Syan Timothy Lopez	NSF STEM speaker to present on Summer internship possibilities. Share slide presentation with STEM scholars.	December 3, 2019 – December 13, 2019	Not to exceed \$200.00

Robert V. Diamond

Vice President, Finance & Administration

January 3, 2020

Date Submitted

Celia Esposito-Noy, Ed.D.

Superintendent-President

January 15, 2020

Date Approved

AGENDA ITEM11.(d)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

SUBJECT:

WARRANTS

REQUESTED ACTION:

	Information
Х	Consent

Approval

SUMMARY:

12/04/2019	Vendor Payments	11097507-11097517	\$ 131,186.55
12/04/2019	Vendor Payments	11097518-11097522	\$ 53,772.56
12/4/2019	Vendor Payments	11097523-11097616	\$ 275,253.10
12/10/2019	Vendor Payments	11097617-11097623	\$1,385,103.18
12/10/2019	Vendor Payments	11097624-11097702	\$ 116,920.51
12/13/2019	Vendor Payments	11097703-11097813	\$ 32,353.69
12/17/2019	Vendor Payments	11097814-11097825	\$ 33,646.70

CONTINUED ON NEXT PAGE:

STUDENT SUCCESS IMPACT:

$\underline{\times}$ Help students achieve their	educational,	professional	and personal	goals
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Basic skills education

Workforce development and training

OR

OR

Transfer-level education

Other

Ed. Code: 70902 & 81656 Board Policy: 3240 Estimated Fiscal Impact: \$2,719,713.21

APPROVAL

SUPERINTENDENT'S RECOMMENDATION:

Robert V. Diamond Vice President, Finance and Administration

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

707-864-7209

TELEPHONE NUMBER

Robert V. Diamond, Finance and Administration
VICE PRESIDENT APPROVAL

January 3, 2020

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

NOT REQUIRED TABLE

DISAPPROVAL

January 15, 2020

AGENDA ITEM11.(d)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
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SUBJECT: WARRANTS

<u>REQUESTED ACTION:</u>

□Information OR ⊠Approval ⊠Consent OR □Non-Consent

SUMMARY:

CONTINUED FROM PREVIOUS PAGE:

12/17/2019	Vendor Payments	11097826-11097932	\$ 232,505.26
12/17/2019	Vendor Payments	11097933-11097993	\$ 177,244.24
12/17/2019	Vendor Payments	11097994-11098001	<u>\$ 281,727.42</u>

TOTAL:

<u>\$2,719,713.21</u>

AGENDA ITEM13.(a)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:		Members of the Gover	ning Board	
SUBJECT:		RESIGNATION TO	RETIRE	
REQUESTED ACTI	<u>ON</u> :			
Information	OR OR	⊠Approval ⊠Non-Consent		
SUMMARY:				
<u>Name</u> Bruce Riddell		Assignment & Years Adjunct Biology Instr 12 years; 3 months of	ructor	<u>Effective</u> 12/16/2019
STUDENT SUCCES	achieve t acation elopmen educatio	their educational, profess nt and training on	sional and personal goals	-
			*	ISAPPROVAL
SUPERINTENDENT'S		IMENDATION:		ABLE
	ry Jones Resource	es		
PRESENT				
4000 Suisu Fairfield	ın Valley I, CA 945			
	DRESS		Celia Esposito-Noy	
707-864-7263			Superintendent-Pre	esident
TELEPHO	NE NUN	1BER		
			January 15, 202	20
VICE PRESID	ENT AP	PROVAL	DATE APPROVE SUPERINTENDENT-PI	CD BY
Januar	ry 3, 2020)	SUTEKIINI EINDEINI - PI	NESIDEN I
DATE SUI SUPERINTENI	BMITTE	D TO		

AGENDA ITEM13.(b)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	INITIAL PRESENTATION OF CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION, CHAPTER #211 BARGAINING PROPOSALS TO THE DISTRICT ON 2020- 2023 REOPENERS
REQUESTED ACTION:	
Information OR	Approval

SUMMARY:

Consent

Pursuant the Government Code Section 3547 and for the purpose of public notice ("sun shining"), California School Employees' Association, Chapter #211, has submitted its bargaining proposal to the District to open Article VIII Hours and Overtime; Article IX Pay and Allowances; Article XV Professional Growth, Training/Educational Study; Article XX Discipline and Dismissal; Article XXIV Contracting Out; Article XXVI Grievances. The information was presented at the December 18, 2019 Governing Board meeting, public comment on such proposals shall be received at the Governing Board meeting scheduled for January 15, 2020.

The contract proposals are attached.

STUDENT SUCCESS IMPACT:

Help students achieve their educational, professional and personal goals

Non-Consent

Basic skills education

Workforce development and training

OR

Transfer-level education

Other: <u>Human Resources</u>

Ed.	Cod	le:3	547

Board Policy: 2010

Estimated Fiscal Impact: Unknown

NOT REQUIRED TABLE

DISAPPROVAL

APPROVAL

SUPERINTENDENT'S RECOMMENDATION:

Mary Jones

Human Resources
PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

January 3, 2020

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

January 15, 2020

Initial Proposal of the California School Employees Association (CSEA) and its Solano Community College Chapter #211 To the Solano Community College District For Negotiations for the Successor Contract beginning July 1, 2020

CSEA desires to alter or amend the current collective bargaining agreement expiring June 30, 2020, as follows:

Article VIII: Hours and Overtime

CSEA has an interest in establishing standards for compensating bargaining unit members during emergency campus closures.

Article IX: Pay and Allowances

CSEA has an interest in a fair and equitable salary increase.

Article XV: Professional Growth, Training and Education

CSEA has an interest in improving how bargaining unit members are compensated for professional growth credits.

Article XX: Discipline and Dismissal

CSEA has an interest in including binding arbitration in the final step of the discipline process.

Article XXIV: Contract Out

CSEA has an interest in retaining bargaining unit work.

Article XXVI: Grievances

CSEA has an interest in including binding arbitration in the final step of the grievance process.

All other provisions of the collective bargaining agreement in force to June 30, 2020 shall remain in full force and effect.

The California School Employees Association and its Solano Community College #211 reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

AGENDA ITEM13.(c)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board

SUBJECT: BOARD ACCEPTANCE OF DISTRICT'S 2018-19 FINANCIAL AUDIT REPORT

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	⊠Non-Consent

SUMMARY:

The Governing Board is required to provide for an independent audit of the District's financial statements and to evaluate the management controls.

Eide Bailly LLP, Certified Public Accountants, has been engaged to conduct the District's annual audit for Fiscal Year 2018-2019.

The Board's Audit Committee met to review and discuss the report with District staff and the representative from Eide Bailly LLP.

At this time, District staff requests acceptance of the District Independent Audit Report for Fiscal Year 2018-2019. The audit report is provided to the Board under separate cover and is available on the District website at http://www.solano.edu/finance_admin/audit.php

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: Information Reporting and Administrative Functions

Ed. Code:	Board Policy: 3020	Estimated Fiscal Impact:
SUPERINTENDENT'S RECOMME	ENDATION:	 ☐ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
Robert V. Diamond		
Vice President, Finance and Adm	inistration	
PRESENTER'S NAMI	Ξ	
4000 Suisun Valley Roa	d	
Fairfield, CA 94534		
ADDRESS		Celia Esposito-Noy, Ed.D.
		Superintendent-President
(707) 864-7209		
TELEPHONE NUMBE	R	
Robert V. Diamond		
Finance & Administratio	n	January 15, 2020
VICE PRESIDENT APPRO	DVAL	DATE APPROVED BY
		SUPERINTENDENT-PRESIDENT
January 3, 2020		
DATE SUBMITTED TO	•	
SUPERINTENDENT-PRESI	IDENT	
		9

AGENDA ITEM 13.(d) MEETING DATE January 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT **GOVERNING BOARD AGENDA ITEM**

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 TO CA ARCHITECTS FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE VACAVILLE CENTER ANNEX BUILDING CORBELS REMOVAL PROJECT PHASE 2
REQUESTED ACTIO	N٠

<u>REQUESTED ACTION:</u>

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

On May 1, 2019 the Board approved a professional services contract to CA Architects for architectural services for the Vacaville Center Annex Building Corbels Removal Project.

Board approval is now requested for the attached Amendment #1 to increase the original professional services agreement with CA Architects for additional services related to design, documentation, and construction administration for Phase 2 of the project.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: Provide new instructional space and equipment

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$12,100 Measure Q Funds
SUPERINTEN	NDENT'S RECOMMENDATION:	 ☑ APPROVAL ☑ DISAPPROVAL ☑ NOT REQUIRED ☑ TABLE
	Lucky Lofton	
E	Executive Bonds Manager	_
]	PRESENTER'S NAME	
2	4000 Suisun Valley Road Fairfield, CA 94534	
	ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
(707) 863-7855		ľ
Т	ELEPHONE NUMBER	
	Robert V. Diamond	
Vice Pres	sident, Finance & Administration	January 15, 2020
VICE	C PRESIDENT APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	January 3, 2020	
	DATE SUBMITTED TO RINTENDENT-PRESIDENT	-10-

AGENDA ITEM13.(d)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AMENDMENT #1 TO CA ARCHITECTS FOR ADDITIONAL PROFESSIONAL SERVICES FOR THE VACAVILLE CENTER ANNEX BUILDING CORBELS REMOVAL PROJECT PHASE 2

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

During the construction phase of the original project, additional dry-rot was discovered and needs to be repaired. CA Architects will prepare bid documents so that the District can bid out the additional phase 2 repair work and provide construction administration to complete the project.

- \$ 13,520.00 Original Contract Amount
- <u>\$ 12,100.00</u> Proposed Amendment #1
- \$ 25,620.00 New Contract Amount

The Board is asked to approve this contract Amendment #1 to CA Architects in an amount not to exceed \$12,100.

The contract amendment is available online at: http://www.solano.edu/measureq/2019/200115%20Amend%201%20CA%20Arch%20Scvs%20BOT%20Item.pdf

AMENDMENT #1 TO AGREEMENT

PARTIES

This **FIRST** Amendment to Agreement ("Amendment") is entered into between **Solano Community College District** ("District") and **CA Architects** ("Consultant"), collectively the "Parties").

RECITALS

WHEREAS, District and Consultant entered into a Consulting Services Agreement ("Agreement"), dated May 1, 2019, for coordination architectural services related to the District's Vacaville Center Annex Building Corbels Removal Project Phase 2 ("Project"); and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth above and contained herein, District and Consultant agree as follows:

AGREEMENT

 Section 3. Compensation of the Agreement is amended to read: District agrees to pay the Consultant for services satisfactorily rendered pursuant to this Agreement a total fee not-to-exceed **Twenty-Five Thousand Six Hundred Twenty Dollars (\$25,620)**. This fee is a total of the May 1, 2019 Agreement in the amount of \$13,520 and Amendment #1 in the amount of \$12,100. District shall pay Consultant according to the following terms and conditions:

3.1. Payment for the Work shall be made for all undisputed amounts based upon the delivery of the work product as determined by the District. Payment shall be made within thirty (30) days after the Consultant submits an invoice to the District for Work actually completed and after the District's written approval of the Work, or the portion of the Work for which payment is to be made.

2. Exhibit A description of the scope of work shall be amended to include the following:

Scope of work will also include the further review of additional dry-rot discovered during the original phase of construction in order to determine the full repair scope. Approximately seven (7) corbels will need to removed and replaced, perimeter fascia will need to be removed and replaced and one (1) column will need to be rebuilt.

- 3. Except as set forth in this Amendment, all provisions of the Agreement and any previous extension(s) and/or amendment(s) thereto shall remain unchanged, in full force and effect, and are reaffirmed. This Amendment shall control over any inconsistencies between it and the Agreement and/or any previous extension(s) and/or amendment(s).
- 4. Consultant acknowledges and agrees that this Amendment shall not be binding on the Parties until and unless the Solano Community College District's Governing Board approves this Amendment.

IN WITNESS WHEREOF, the parties hereto have accepted and agreed to this Amendment on the dates indicated below.

Dated:	, 2020	Dated:	, 2020
SOLANO COL DISTRICT	MMUNITY COLLEGE	CA Architects	
By:		Ву:	
	Lucky Lofton Executive Bonds Manager	Print Name: Print Title:	

AGENDA ITEM13.(e)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO AEDIS ARCHITECTS FOR PROFESSIONAL SERVICES FOR THE FAIRFIELD CAMPUS BUILDING EXTERIORS PROJECT
REQUESTED ACTION:	

□Information OR ⊠Approval □Consent OR ⊠Non-Consent

SUMMARY:

Board approval is requested for the award of an architectural services contract to Aedis Architects for architectural/design services for the Fairfield Campus Exteriors Project. The project scope consists of the development and design of an updated paint scheme, patching, plaster repairs, water proofing, etc. for the Fairfield Campus. Aedis Architects will utilize the existing Board Approved District Color Standards in their design.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: <u>Renovating existing instructional space and equipment.</u>

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$34,510 Measure Q Funds
SUPERINTE	NDENT'S RECOMMENDATION:	 ☑ APPROVAL ☑ DISAPPROVAL ☑ NOT REQUIRED ☑ TABLE
	Lucky Lofton	
	Executive Bonds Manager	
	PRESENTER'S NAME	
	4000 Suisun Valley Road	
	Fairfield, CA 94534	
	ADDRESS	Dr. Celia Esposito-Noy
		Superintendent-President
	(707) 863-7855	
r	TELEPHONE NUMBER	_
	Robert Diamond	
V	P, Finance & Administration	January 15, 2020
VIC	E PRESIDENT APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	January 3, 2020	
	DATE SUBMITTED TO	_
SUPE	RINTENDENT-PRESIDENT	
		-14-

AGENDA ITEM13.(e)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:Members of the Governing BoardSUBJECT:CONTRACT AWARD TO AEDIS ARCHITECTS FOR
PROFESSIONAL SERVICES FOR THE FAIRFIELD
CAMPUS BUILDING EXTERIORS PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

The intent of the project is to refresh and repair building facades on the Fairfield campus.

A proposal was requested from Aedis Architects directly due to their experience with similar projects on other college campuses. Aedis Architects is listed on the District's prequalified pool of architectural firms. Aedis' proposal was reviewed and is appropriate for the scope of work requested.

The Board is asked to approve a professional services contract to Aedis Architects, in the amount not to exceed \$34,510.

The agreement is available online at http://www.solano.edu/measureq/2019/200115%20Contract%20to%20Aedis%20Architects%20BOT.pdf

AGENDA ITEM13.(f)MEETING DATEJanuary, 15 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	APPROVAL OF CONTRACT CHANGE ORDER #1 TO BHM CONSTRUCTION FOR THE FAIRFIELD LIBRARY/LEARNING RESOURCE CENTER PROJECT
REQUESTED ACTION:	

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

Board approval is requested for Change Order #1 to the Contract with BHM Construction, the general contractor for the Fairfield Library/LRC Project. On October 16, 2019 the Board approved a contract with BHM Construction for the Fairfield Library/LRC Project.

During the initial phases of demolition/construction the Contractor discovered an unforeseen condition while uncovering the campus irrigation lines. The piping was determined to be asbestos-containing transite piping that would require removal/abatement. In order to maintain the schedule BHM proceeded with the removal/abatement on a T&M (time and materials) basis.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: Remove hazardous materials present in the campus irrigation system

	iteme ve nazaraous ma	terrais present in the earlpus inigation system
Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$7,939 State and Measure Q Funds

APPROVAL

NOT REOUIRED

SUPERINTENDENT'S RECOMMENDATION:

Lucky Lofton Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road

Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Vice President, Finance and Administration

VICE PRESIDENT APPROVAL

January 3, 2020

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

DISAPPROVAL

TABLE

January 15, 2020

AGENDA ITEM13.(f)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:

Members of the Governing Board

SUBJECT:APPROVAL OF CONTRACT CHANGE ORDER #1 TO
BHM CONSTRUCTION FOR THE FAIRFIELD
LIBRARY/LEARNING RESOURCE CENTER PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

BHM's Change Order Request includes the cost of time and materials to remove and dispose of the existing, non-conforming underground transite piping not shown or noted in the drawings.

Following is a summary of the Contract:

\$30,279,100 Original Contract Amount

\$ 0 Previously Approved Change Orders (0)

\$ 7,939 Proposed Change Order #1

\$30,287,039 New Contract Amount, including this Change Order #1

The Board is asked to approve this Change Order #1 to BHM Construction in the amount of \$7,939 resulting in a new contract amount of \$30,287,039.00.

The agreement is available online at

http://www.solano.edu/measureq/2019/200115%20CO%201%20BHM%20Constrction%20LLRC%20Project%20BOT%20Agenda.pdf



Solano Community College District 4000 Suisun Valley Road Fairfield, CA 94534 Tel: 707-864-7189 Fax: 707-207-0423

Change Order #	1
Project Number:	19-009
Date:	19-Dec-19

Project: Solano Community College District Library Learning Resource Center (LLRC) Project Fairfield Campus

To: BHM Construction, Inc. 221 Gateway Road W, Ste. 405 Napa, CA 94558

The Contract is Changed as Follows:

PCO No.

01 Added time/material cost to remove/dispose of existing, non-conforming underground transite piping not shown or noted.

\$7,939.00

TOTAL COST OF CHANGE ORDER FINAL CHANGE ORDER AMOUNT:	Add Deduct	\$7,939.00 \$0 \$7,939.00
Original Contract Sum: Total Change By Previous Change Order: Contract Sum Prior to This Change Order: Original Contract Sum will be Increased by This Change Order: The New Contract Sum Including This Change Order Will Be:	\$ \$ 30	,279,100.00 - ,279,100.00 \$7,939.00 9,287,039.00
The New Contract Completion Date Will Be: Contract Time Will Be Unchanged by This Change Order: The Date Of Substantial Completion As Of This Change Order Is:	x	Days 4/30/2021

Change Order

 DSA File No.:
 48-C1

 DSA App. No.:
 02-116761

Construction Manager: Swinerton Management and Consulting 260 Townsend Stdreet San Francisco, CA 94107 Noll & Tam Architects 729 Heinz Avenue #7 Berkeley, CA 94710 Date:

(Affix stamp here)

(Affix stamp here)

CONTRACTOR:

BHM Construction, Inc. 221 Gateway Road W, Ste. 405 Napa, CA 94588

OWNER:

Date:

Date:

Lucky Lofton Executive Bonds Manager Solano Community College District

AGENDA ITEM13.(g)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO PACIFIC LIFT AND EQUIPMENT CO. INC. FOR CONSTRUCTION SERVICES FOR THE AUTOTECH DYNO ROOM RECONFIGURATION PROJECT
DEOLIESTED AC	FION.

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Pacific Lift and Equipment Co. Inc., for the Autotech Dyno Room Reconfiguration Project. The scope of work includes reconfiguration of utilities and installation of overhead lift to improve operations during the moving and operation of automotive engines attached to the Dynamometer.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: <u>Renovate instructional space and update equipment.</u>

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$43,	153.98 Measure Q Funds
SUDEDINITEN	IDENT'S DECOMMENDATION.	APPROVAL	DISAPPROVAL

SUPERINTENDENT'S RECOMMENDATION:

Lucky Lofton Executive Bonds Manager

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond

VP, Finance & Administration

VICE PRESIDENT APPROVAL

January 3, 2020

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

TABLE

NOT REQUIRED

January 15, 2020

AGENDA ITEM13.(g)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO PACIFIC LIFT AND EQUIPMENT CO. INC. FOR CONSTRUCTION SERVICES FOR THE AUTOTECH DYNO ROOM RECONFIGURATION PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A proposal was requested from Pacific Lift and Equipment Co. Inc., a contractor on the District's Pre-Approved Contractor list for the District's Board Approved CUPCCAA (California Uniform Public Construction Cost Accounting Act) program. The proposal was reviewed, and the proposed pricing was determined to be fair and appropriate to the scope of work requested.

The Board is asked to approve a contract to Pacific Lift and Equipment Co. Inc. in the amount of \$43,153.98.

The contract is available online at http://www.solano.edu/measureq/2019/200115%20Contract%20Award%20Pacific%20Lift%20and%20Equip%20BOT.pdf

AGENDA ITEM13.(h)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

то:	Members of the Governing Board		Members of the Governing Board	
SUBJECT:	CONTRACT AWARD TO INTEGRITY DATA & FIBER,			
	INC. FOR CONSTRUCTION SERVICES FOR THE SMART			
	CLASSROOM UPGRADE PROJECT			

REQUESTED ACTION:

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

Board approval is requested for award of a contract to Integrity Data & Fiber, Inc., (IDF) for the Smart Classroom Upgrade Project. The scope of work includes replacement and upgrade of 70 classrooms located at the District's main Fairfield Campus, Vacaville Center and Vallejo Center.

CONTINUED ON THE NEXT PAGE

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals
Basic skills education
Workforce development and training
Transfer-level education

Other: Renovate instructional space and update equipment.

Ed. Code:	Board Policy:	Estimated Fiscal Impact: \$105,657 Measure Q Funds
SUPERINTE	ENDENT'S RECOMMENDATION:	 ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE
	Lucky Lofton	
	Executive Bonds Manager	
	PRESENTER'S NAME	
	4000 Suisun Valley Road Fairfield, CA 94534	
	ADDRESS	Celia Esposito-Noy, Ed.D. Superintendent-President
	(707) 863-7260	
,	TELEPHONE NUMBER	
	Robert V. Diamond	
V.	P., Finance & Administration	January 15, 2020
VIC	E PRESIDENT APPROVAL	DATE APPROVED BY SUPERINTENDENT-PRESIDENT
	January 3, 2020	
	DATE SUBMITTED TO ERINTENDENT-PRESIDENT	

AGENDA ITEM13.(h)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO:	Members of the Governing Board
SUBJECT:	CONTRACT AWARD TO INTEGRITY DATA & FIBER, INC. FOR CONSTRUCTION SERVICES FOR THE SMART CLASSROOM UPGRADE PROJECT

SUMMARY:

CONTINUED FROM THE PREVIOUS PAGE

A public informal bid was held December 11, 2019. The following bids were received:

	BASE BID
Integrity Data & Fiber, Inc. (IDF)	\$105,657
PCD	No Bid

It was determined that IDF submitted the lowest responsible and responsive bid. It is recommended the Board approve and award a contract to IDF in the amount of \$105,657.

The contract is available online at

http://www.solano.edu/measureq/2019/200115%20Contract%20to%20IDF%20Smart%20Classroom%20Upgrade.pdf

AGENDA ITEM 13.(i) **MEETING DATE** January 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT **GOVERNING BOARD AGENDA ITEM**

TO:	Members of the Governing Board
SUBJECT:	FURNITURE ORDER TO KRUEGER INTERNATIONAL,
	INC. FOR THE FAIRFIELD LIBRARY / LEARNING
	RESOURCE CENTER BUILDING PROJECT
REQUESTED ACTION	J:

Information
Consent

Approval OR Non-Consent OR

SUMMARY:

Board approval is requested for a furniture order to Krueger International, Inc. (KI) for furniture for the new Library / Learning Resource Building at the Fairfield Campus. Office furniture is per Solano Community College District FF&E Standards. Non-office and Library-specific furniture has not been standardized and has been selected in consultation with Library staff and the project's architect. KI's pricing is based on the piggybackable contract utilizing the Foundation for California Community Colleges (FCCC) Agreement #CB-265-18.

The Board is asked to approve a furniture order to KI in the amount of \$163,010.01. http://www.solano.edu/measureq/2019/200115%20Furniture%20Order%20KI%20for%20LLRC%20BOT%20Agenda.pdf

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: Provide new furniture that supports classrooms and related College facilities

Board Policy:

Estimated Fiscal Impact: \$163,010.01 Measure Q Funds

🗍 NOT REQUIRED 🗍 TABLE

🛛 APPROVAL

SUPERINTENDENT'S RECOMMENDATION:

Lucky Lofton Executive Bonds Manager PRESENTER'S NAME

4000 Suisun Vallev Road Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER Robert V. Diamond

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 3, 2020

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

DISAPPROVAL

January 15, 2020



COMMUNITY COLLEGE LIBRARY - NEW FURNITURE - 1/2/2020

FURNITURE SPECIFICATIONS	SPECIFICA	•		SOLANO COMMUNITY COLLEGE LIBRARY		- NEW FURNITURE - 1/2/2020				
Category	Code	Vendor	Manufacturer	Model	Size	Fabric(s)	Finish(s)	Comments	Room	Qty
CHAIR	C-1	KI	KI	Strive Task Chair - 5 star		n/a	Nordic, Base: Black	Armless, Poly, Carpet Casters	Computers	84
	C-2	KI	KI	Strive Stack Chair - 4 leg		n/a	Sky Blue, Base: Chrome	Armless, Poly, Carpet Casters	114	48
	C-3	KI	KI	Strive Stack Chair - 4 leg		n/a	Grass Green, Base: Chrome	Armless, Poly, Carpet Casters	114g	12
	C-4	KI	KI	Strive Café Stool - 4 leg	Height for 42" ?	n/a	Nordic, Base: Chrome	Armless, Poly, Carpet Casters	100dd, 100gg	16
	C-5	KI	KI	Impress Ultra Task Stool		Black Mesh; Seat: Momentum Silica Leather in Eclipse	Base: Black	Adjustable Arms, Upholstered, Hard	110	12
	C-6	KI	KI	Impress Ultra Task Stool		Black Mesh; Seat: Momentum Silica Leather in Eclipse	Base: Black	s, Upholstered,	102	6
	C-7	KI	KI	Strive Stack Chair - 4 leg		Momentum Silica Leather Ink	Nordic, Base: Chrome	stered, Carpet Casters	113	34
	C-8	KI	KI	Strive Stack Chair - 4 leg		n/a	Nordic, Base: Chrome	Armless, Poly, Carpet Casters	100hh, 100ii, 100cc, 150ee, 150gg, 150ff, 158, 163, 164	202
	C-10	KI	KI	Impress Ultra Task Chair		Black Mesh; Seat: Momentum Silica Leather in Eclipse	X, Base: Black	Adjustable Arms, Upholstered, Carpet Casters	100ff	1
TABLE	Т-1	KI	KI	Portico Table - Round	48" dia, 29"H	n/a	Kensington Maple, Starlight Silver Metallic	Fixed, Match Quote:15LJJ-281128-5/C	114 - ASTC, 100hh	5
	т-2	KI	KI	Pirouette Table - Round	60" dia, 29"H	n/a	Kensington Maple, Starlight Silver Fixed, Grommet, Power below, Metallic Vertical Wire Manager; not har	dwired	150aa	2
	Т-3	KI	KI	Pirouette Table - Training	24" × 72"	n/a	Kensington Maple, Starlight Silver Metallic	Flip Top, Locking Wheels	100ii, 113	24
	т-7	КІ	KI	Connection Zones	48" × 120"	n/a	Kensington Maple, Starlight Silver Fixed, Grommet, Power below, Metallic Vertical Wire Manager; not har	dwired	114- ASTC	-
	Т-8	KI	¥	Connection Zones	48" × 144"	n/a	Kensington Maple, Starlight Silver Fixed, Grommet, Power below, Metallic Vertical Wire Manager; not har	dwired	114- ASTC	-
	Т-10	KI	KI	WorkUp Table	23" × 46"	n/a	Kensington Maple, Starlight Silver Metallic	Adjustable with Modesty Panel	113, 151	2
	T-11	KI	KI	Connection Zones	24" × 204", 42"h	n/a	River Cherry; Starlight Silver Metallic	Fixed	110	1
	T-13	KI	KI	Pirouette Table	30" × 72"	n/a		Fliptop	108	1
	T-15	KI	KI	Connection Zones	24" × 106", 42"h	n/a	Kensington Maple, Starlight Silver Metallic	Fixed	100gg	1
	Т-16	KI	KI	Connection Zones	24" × 132", 42"h	n/a	Kensington Maple, Starlight Silver Metallic	Fixed	100gg	1
	Т-18	KI	KI	Connection Zones	24" × 60", 42"h	n/a	River Cherry; Starlight Silver Metallic	Fixed	110	5
	Т-19	KI	KI	Connection Zones	30" × 72", 42"h	n/a		Fixed	110	1
	Т-20	KI	KI	Connection Zones	24" × 72", 42"h	n/a		Fixed	110	2
	т-21	KI	KI	Connection Zones	24" × 360", 42"h	n/a	River Cherry; Starlight Silver Metallic	Fixed	110	1

Category	Code	Vendor	Manufacturer	Model	Size	Fabric(s)	Finish(s)	Comments	Room	Qty
	т-22	КІ	KI	Connection Zones	24" x 144, 42"h	e/u	River Cherry; Starlight Silver Metallic	Fixed	110a	٦
	Т-23Р	KI	KI	Connection Zones	24" x 336, 29"h	n/a	Kensington Maple, Starlight Silver Metallic		162	1
	Т-24Р	KI	KI	Connection Zones	24" x 432, 29"h	n/a	Kensington Maple, Starlight Silver Metallic		162	1
	Т-25Р	KI	KI	Connection Zones	48" x 72, 29"h	n/a	Kensington Maple, Starlight Silver Metallic; Screen: Pallas, Popcorn in Midnight	Kensington Maple, Starlight Silver Metallic; Screen: Pallas, Popcorn in Midnight	162	ę
	Т-30Р	KI	KI	Pirouette Table	30" × 60"	n/a	Kensington Maple, Starlight Silver Fixed, Power at Table Surface - 2 Metallic power and USB; Not-hardwired	Fixed, Power at Table Surface - 2 power and USB; Not-hardwired	!711	1
	Т-33	KI	KI	Pirouette Table - ADA	24" × 72"	n/a	Kensington Maple, Starlight Silver Flip Top, Locking Wheels Metallic	Flip Top, Locking Wheels	100ii, 113	3
STORAGE	S-1	KI	KI	700 Series Lateral File	42" × 18" × 40"		Light Tone		101a	2
	S-3	KI	ĸ	File Storage	30" × 24" × 42"		Wet Sand with Pionite Cubicle Papel AG561-SD Top	Lock, Slide out shelves w/ dividers, All Flipper Doors, Label Holder	100ff	-

AGENDA ITEM13.(j)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

ТО:	Members of the Governing Board
SUBJECT:	FURNITURE ORDER TO ONE WORKPLACE FOR THE FAIRFIELD LIBRARY / LEARNING RESOURCE CENTER BUILDING PROJECT

REQUESTED ACTION:

Information
Consent

⊠Approval ⊠Non-Consent

OR

OR

SUMMARY:

Board approval is requested for a furniture order to One Workplace for furniture for the new Library / Learning Resource Center Building at the Fairfield Campus. Office furniture is per Solano Community College District FF&E Standards. Non-office and Library-specific furniture has not been standardized and has been selected in consultation with Library staff and the project's architect. One Workplace's pricing is based on the piggybackable contract utilizing the UC/CSU Contract Agreement #UCIMP-0261.

The Board is asked to approve a furniture order to One Workplace in the amount of \$342,157.35. <u>http://www.solano.edu/measureq/2019/200115%20Furniture%20Order%20OWP%20for%20LLRC%20BOT%20Agenda.pdf</u>

STUDENT SUCCESS IMPACT:

Help our students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other: Provide new furniture that supports classrooms and related College facilities

Ed. Code:

Board Policy:

Estimated Fiscal Impact: \$342,157.35 Measure Q Funds

APPROVAL DISAPPROVAL NOT REQUIRED TABLE

SUPERINTENDENT'S RECOMMENDATION:

Lucky Lofton Executive Bonds Manager PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

(707) 863-7855

TELEPHONE NUMBER

Robert V. Diamond

Vice President, Finance & Administration

VICE PRESIDENT APPROVAL

January 3, 2020

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

January 15, 2020



MMUNITY COLLEGE LIBRARY - NEW FURNITURE - 1/2/2020

			SULANU CUMI	- SOLANO COMMUNITY COLLEGE LIBRARY - NEW FURNITURE - 1/2/2020	<u>ARY - NEW FU</u>	RNITURE - 1/2/2020				
Category Co	Code	Vendor	Manufacturer	Model	Size	Fabric(s)	Finish(s)	Comments	Room	Qty
<u>ن</u>	C-9	OWP	Steelcase Health	Sorrel Bariatric Chair		Silica Leather Ink 09141570	Platinum Metallic	Arms, 31 1/2"w seat	100cc, 113 114, 150, 150ee, 151	Ŷ
rounge F-	L-1	OWP	Bernhardt	Mitt Chair		Maharam Micro, 466099 012 Brew		No handle; No casters	150xx	12
<u>ن</u>	L-3	OWP	Coalesse	Single Lagunitas Lounge w/ high mesh screen		Screen: Knit Blue Ink 5k72 Seat: Carnegie Maxwell Print 6380 112 Cushion: Momentum Silica Leather Ink	Bracket: 4180 Graphite Matte	No power	150xx	20
	L-5	OWP	Coalesse	Single Lagunitas bench		Screen: Knit Blue Ink 5k72 Seat: Momentum Silica Leather Ink		No power	150xx	ω
Ľ	L-6P	OWP	Coalesse	2-Seat Lounge with Low-Back Screen and Two Side Screens		Screen: Knit Blue Ink 5k72 Seat/Cushions: Momentum Silica Leather Ink		Two power modules, with one USB/one power each in 4710 power/one USB.	150xx	10
Ϋ́	T-4	омр	Coalesse (Special)	Potrero415 Light Table	42" × 72"	n/a	Rift Cut/Low Sheen V3AK - RC/LS NATURAL (RAW) OAK Leg Ring/Frame: 4180 - GRAPHITE MATTE	Library Computer Table: 2 Grommets per table, 1 Bryne Hydra Power strip per table mounted to underside of table below; Leg Wire Manager; not hardwired	150cc, 150dd, 150ff	5
Ϋ́	Т-5Р	омр	Coalesse (Special)	Potrero415 Light Table	42" × 72"	n/a	Rift Cut/Low Sheen V3AK - RC/LS NATURAL (RAW) OAK Leg Ring/Frame: 4180 - GRAPHITE MATTE	Fixed, Grommet, Byrne MS2 Alternating Power at table surface - 3 power and USB each side - 120" cord, Leg Wire Manager; not hardwired	150gg, 150ee, 152, 153, 154, 155,156, 157, 158, 159, 160, 161, 163, 164, 165	37
μ Γ	Т-6	ОМР	Coalesse	Potrero415 Table	48" × 96"	n/a	Rift Cut/Low Sheen V3AK - RC/LS NATURAL (RAW) OAK Leg/Frame: 4180 - GRAPHITE MATTE	Library Computer Table: 2 Grommets per table, 2 Power strips per table mounted to underside of table below; Vertical Wire Manager; not hardwired	150	7
Ĺ	Т-9Р	омр	Coalesse (Special)	Potrero415 Light Table	42" × 42"	n/a	Rift Cut/Low Sheen V3AK - RC/LS NATURAL (RAW) OAK Leg Ring/Frame: 4180 - GRAPHITE MATTE	Fixed, Power: Bryne one salt (USB), 1 pepper (duplex) in Storm, Wood Legs; Leg wire manager	150ee	3
Ĺ	T-17	ОМР	Coalesse	Potrero415 Light Table	42" × 72", 42"h	n/a	Rift Cut/Low Sheen V3AK - RC/LS NATURAL (RAW) OAK Leg Ring/Frame: 4180 - GRAPHITE MATTE	Library Computer Table: 2 Grommets per table, 1 Bryne Hydra Power strip per table mounted to underside of table below; Leg Wire Manager; not hardwired	100dd	2
ŕ	Т-26Р	омр	Coalesse	Lagunitas Table	36" × 40" ×26"H	n/a	Rift Cut/Low Sheen V3AK - RC/LS NATURAL (RAW) OAK Leg Ring/Frame: 4180 - GRAPHITE MATTE	er, 1USB)	With L-3	10
Ĕ	т-27	ОМР	Coalesse	Lagunitas Laptop Desk		n/a	Laminate: Woodgrain HPL 2539 - WARM OAK (HPL) Base: 4180 - GRAPHITE MATTE	Fixed		ω

Category	Code	Vendor	Manufacturer	Model	Size	Fabric(s)	Finish(s)	Comments	Room	Qty
	T-31P	ОМР	Coalesse (Special) Potrero415 Table		48" × 96"	n/a	Rift Cut/Low Sheen V3AK - RC/LS NATURAL (RAW) OAK Leg/Frame: 4180 - GRAPHITE MATTE	Fixed, Grommet, Byrne MS2 Alternating Power at table surface - 3 power and USB each side - 120" cord, Leg Wire Manager; not hardwired	100cc, 114a	4
	A-6	OWP	Steelcase	Thread	30" H	n/a	Platimun/Merle	With L-6P	150, 150aa	6
	A-7	омр	Steelcase	Groupworks Mobile Whiteboard	36"W × 66"H	n/a			150xx	6
	A-8	OWP	Steelcase	Mobile	48"W × 66"H	n/a			100ii, 151	2

AGENDA ITEM 13.(k) **MEETING DATE** January 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT **GOVERNING BOARD AGENDA ITEM**

TO:	Members of the Governing Board	
SUBJECT:	RESOLUTION NO. 19/20-12 PROCLAIMING FEBRUARY	
	2020 AS BLACK HISTORY MONTH AT SOLANO	
	COMMUNITY COLLEGE	
REQUESTED ACTION.		

Information	OR	Approval
Consent	OR	Non-Consent

SUMMARY:

The theme for February 2020 National Black History Month is "African Americans and the Vote."

Board approval is requested to proclaim February 2020 as Black History Month at Solano Community College.

STUDENT SUCCESS IMPACT:

Help students achieve their educational, professional and personal goals

Basic skills education

Workforce development and training

Transfer-level education

Other

Ed. Code:	Board Policy:	Estimated Fiscal Impact: N/A	
SUPERINTENDENT'S RECOMMENDATION:		 ☑ APPROVAL ☐ DISAPPROVAL ☐ NOT REQUIRED ☐ TABLE 	
David Williams, Ph.D.			
Vice President, Academic Affairs			
PRESENTER'S NAME			

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

707-864-7117

TELEPHONE NUMBER

David Williams, Ph.D., Academic Affairs

VICE PRESIDENT APPROVAL

December 16, 2019

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT Celia Esposito-Noy, Ed.D. Superintendent-President

January 15, 2020

1	SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD			
2 3	RESOLUTION PROCLAIMING FEBRUARY 2020 AS BLACK			
3 4	HISTORY MONTH AT SOLANO COMMUNITY COLLEGE			
5	RESOLUTION NO. 19/20-12			
6				
7	WHEREAS, The Solano Community College District Governing Board honors the			
8	heritage of African Americans and acknowledges their many contributions to our Nation; and			
9	WHEREAS, the 2020 National Black History Month Theme is "African Americans and			
10 11	the Vote"; and			
12	WHEREAS, Dr. Carter Woodson established Negro History Week in February 1926,			
13	choosing a month that marks the birthdays of two important men who greatly impacted the			
14	American black population, Abraham Lincoln and Frederick Douglass; and			
15	WHEREAS, in the year 1976, the observance was expanded to Black History Month; and			
16	WHEREAS, the theme of this years' celebration focuses especially on the twentieth			
17 18	century and emphasizes the movement of people of African Descent to new destinations and			
19	subsequently to new social realities; and			
20	WHEREAS, this month holds great significance from the many milestones it contains: on			
21	February 23, 1868, the civil rights leader and co-founder of the NAACP, W.E.B. DuBois, was			
22	born; on February 3, 1870, the 15 th Amendment, granting blacks the right to vote, was passed; on			
23	February 12, 1909, the NAACP was founded; and on February 1, 1960, a civil rights movement			
24 25	milestone occurred when a group of black college students began a sit-in at a segregated			
25 26	Woolworth's lunch counter in Greensboro, NC; now therefore be it			
27	RESOLVED , that the Solano Community College District Governing Board proclaims			
28	February 2020, as Black History Month.			

1	SOLANO COMMUNITY COLLEGE DISTRICT		
2	GOVERNING BOARD		
3	RESOLUTION PROCLAIMING FEBRUARY 2020 AS BLACK		
4	HISTORY MONTH AT SOLANO COMMUNITY COLLEGE		
5	RESOLUTION NO. XXXXX		
6			
Z			
8	(Continuing – Page 2)		
9			
10	PASSED AND ADOPTED , This 15 th day of January 2020, by the Governing Board of		
11	Solano Community College District.		
12			
13			
14	QUINTEN R. VOYCE BOARD PRESIDENT		
15	DOARD I RESIDENT		
16			
17	CELIA ESPOSITO-NOY, ED.D.		
18 19	SECRETARY		
19 20			
21			
22			
23			
24			
25			
26			
27			
28			
	-32-		

AGENDA ITEM13.(1)MEETING DATEJanuary 15, 2020

SOLANO COMMUNITY COLLEGE DISTRICT GOVERNING BOARD AGENDA ITEM

TO: Members of the Governing Board		Members of the Governing Board
SUBJECT:		MEMORANDUM OF UNDERSTANDING (MOU) AGREEMENT WITH SOLANO COUNTY SHERIFF'S OFFICE FOR TRAINING AT THE ROURK CENTER
REQUESTED ACTI	<u>ION</u> :	
Information	OR OR	⊠Approval ⊠Non-Consent

SUMMARY:

Board approval is requested to renew the Memorandum of Understanding ("MOU") with the Solano County Sheriff's Office for providing higher education opportunities and offering a face-to-face college program at the Rourk Vocational Training Center. The term of the agreement is from October 1, 2019 through June 30, 2022.

Attached is a copy of the proposed MOU.

STUDENT SUCCESS IMPACT:

\square Help our students achieve their educational, professional and personal goals	
Basic skills education	
Workforce development and training	
Transfer-level education	
Other:	

Ed. Code:	N/A	Board Policy: 3225	Estimated Fiscal Impact: \$928,948 for 2017-18	,
SUPERINT	'ENDEN'	T'S RECOMMENDATION:	APPROVAL DISAPPROVAL	

David Williams Vice President, Academic Affairs

PRESENTER'S NAME

4000 Suisun Valley Road Fairfield, CA 94534

ADDRESS

(707) 864-7000

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

January 6, 2020

DATE SUBMITTED TO SUPERINTENDENT-PRESIDENT January 15, 2020

Celia Esposito-Noy, Ed.D. Superintendent-President



County of Solano Memorandum of Understanding

1. This MOU is entered into between the departments and/or agencies named below:

SOLANO COUNTY SHERIFF'S OFFICE

DEPARTMENT/AGENCY 1

SOLANO COMMUNITY COLLEGE

DEPARTMENT/AGENCY 2

2. The Term of this MOU shall:

Take effect	October 1, 2019	And remain in effect until	June 30, 2022	
-------------	-----------------	----------------------------	---------------	--

3. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this MOU:

Exhibit A – Responsibilities

Exhibit B - Terms and Conditions

Department/Agency 1	Department/Agency 2
SOLANO COUNTY SHERIFF'S OFFICE	SOLANO COMMUNITY COLLEGE
AUTHORIZED SIGNATURE DATED	AUTHORIZED SIGNATURE DATED
THOMAS A. FERRARA	CELIA ESPOSITO-NOY, Ph.D.
PRINTED NAME	PRINTED NAME
SHERIFF-CORONER	SUPERINTENDENT/PRESIDENT
TITLE	TITLE

EXHIBIT A RESPONSIBILITIES

1. INTENT

This Memorandum of Understanding (Agreement) is a plan of cooperation by and between the County of Solano (Solano), a political subdivision of the State of California, on behalf of its Sheriff's Office (Sheriff), and Solano Community College (SCC), a part of California's public community college system that provides workforce training, certificate and degree programs and preparation for transfer to four-year institutions.

2. PURPOSE

The purpose of this Agreement is to collaboration between the Parties in furtherance of providing higher education opportunities and offering a face-to-face college program to incarcerated persons at the Rourk Vocational Training Center (Rourk), with each Party to bear their own respective costs thereof. SCC and the Sheriff agree that:

- A. Inmates who receive general education and vocational training are significantly less likely to return to jail after release and are more likely to find employment than peers who do not receive such opportunities.
- B. Solano County was able to construct the Rourk Vocational Training Center with \$23.04 million through the Senate Bill 1022 Adult Local Criminal Justice Facilities Construction Financing Program and \$2.66 million from the County, plus the land value of \$1 million as an in-lieu contribution.
- C. The Mission of SCC is to educate a culturally and academically diverse student population drawn from our local communities and beyond. SCC desires to assist the eligible individuals in receiving vocational training while in custody.
- D. The Sheriff's Office intends to utilize the facility to host educational and vocational programs in automotive maintenance, welding, carpentry, an introduction to the union trades and other courses as identified. Prior to release from Solano County Sheriff's Office jail facilities, the Sheriff aims to partner with SCC to provide career and technical education programs including fast-paced, intense, industry-driven programming that allows participants to start developing the skills they will need to succeed in a working environment.
- E. The community benefits from these individuals receiving vocational training while incarcerated.

3. RESPONSIBILITIES OF THE SOLANO COUNTY SHERIFF'S OFFICE

- A. Guarantee a minimum enrollment of ten to twelve incarcerated students by the start of each class provided by Solano Community College at Rourk.
- B. Provide classroom facilities, vocational training and instructional equipment at Rourk.
- C. Provide security for classroom facilities at Rourk.

- D. Screen and approve ten to twelve low level incarcerated individuals for enrollment in each course offered at Rourk.
- E. Work with SCC on the admission and registration of students and the processing of applications for financial aid and fee waivers in order to enable them to enroll and be successful in classes.
- F. Provide the necessary classroom resources, tools, equipment and instructional supplies in order to support instruction.
- G. Provide printed materials and student supplies such as paper, notebooks, and pens.
- H. Retain full responsibility for care and security of inmates participating in the SCC course.

4. RESPONSIBILITIES OF SOLANO COMMUNITY COLLEGE

- A. Provide a minimum ten to twelve incarcerated students with at least one college course in Welding beginning with the Fall Semester of 2019.
- B. Provide instructors and classroom instruction at the Rourk Vocational Training Center located at 2456 Claybank Road in Fairfield.
- C. Provide students with the required textbooks for each course.
- D. Schedule classes during times that align with the SCC Academic Calendar and during times that accommodate the Sheriff's movement of incarcerated individuals between housing units and classrooms, with the goal of maximizing the number of units that students can earn prior to release.
- E. Ensure its instructors submit and pass an internal background check provided by the Sheriff.
- F. Provide Sheriff at least 60 days prior to commencement of each course a list of all materials, tools, and equipment needed for each course.
- G. Provide official transcripts of grades issued to participating students, including applicable certificates of completion.
- H. Comply with all relevant laws and regulations necessary for the purpose of providing these courses at Rourk.
- I. Work with Sheriff on the admission and registration of approved students; keep and maintain educational records; and process applications for financial aid and fee waivers for eligible students as appropriate.
- J. Exempt Sheriff students from the payment of health, transportation, and student center fees.
- K. Provide alternative and make-up hours of instruction as needed, and at such time as approved by Sheriff, where the established schedule is interrupted due to "Lock Down" or

"Modified Program," or other event(s), that prevent(s) the students or instructor from meeting the minimum hours of instruction.

- L. Provide student advising and other support services to the extent possible.
- M. Reserve the right to cancel classes with less than 12 students enrolled up to one week prior to the start date. If enrollment is less than twelve, and agreeable to SCC, the Sheriff agrees to provide payment to SCC, not to exceed \$2,500 per course and three instances per fiscal year, to offset SCC costs in order to hold the classes.

5. MUTUAL RESPONSIBILITIES

- A. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this Agreement, including the exchange of information with any third-party service providers.
- B. Appoint Agreement administrators to communicate and address areas of concern, and monitor performance of responsibilities under this Agreement. Sheriff and SCC will provide appropriate contact information one to the other and updates as needed.

EXHIBIT B TERMS AND CONDITIONS

1. SIGNATURE AUTHORITY

The parties executing this Agreement certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Agreement.

2. INDEPENDENT CONTRACTOR

The parties mutually understand that this Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

3. CONTRACT MONITORING

The Agreement administrators shall meet periodically to review responsibilities and resolve any operational issues.

4. CHANGES AND AMENDMENTS

This Agreement may be modified or amended upon the written mutual consent of the parties and shall be effective only when incorporated into a written amendment.

5. COST OF SERVICES

There is no cost associated with this Agreement that could be passed onto either party. Accordingly, both parties agree that any cost related to this program shall be borne in full by the party incurring the cost. Exceptions to this section can be made only by written amendments as described in Section 4.

6. TERMINATION

- A. This Agreement may be terminated by either party, at any time, upon thirty (30) days' written notice one to the other.
- B. If either party defaults in its performance, the non-defaulting party shall promptly notify the other in writing. If the defaulting party fails to cure a default within thirty (30) days after notification or if the default requires more than thirty (30) days to cure and the defaulting party fails to commence to cure the default within thirty (30) days after notification, then that failure shall terminate this Agreement.

7. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. Both parties represent that they are knowledgeable of HIPAA of 1996 and its implementing regulations issued by the US Department of Health and Human Services (45 CFR parts 160-64) regarding the protection of health information obtained, created or exchanged as a result of this Agreement and shall abide by and implement its statutory requirements.

B. Both parties certify that they will provide each participating staff member the training required by 45 CFR parts 164-530 subdivisions (b) (1)-(2) prior to the staff member beginning work under this Agreement.

8. CONFIDENTIALITY

- A. Both parties shall prevent unauthorized disclosure of names and other client identifying information, except statistical information not identifying a particular client. For purpose of this section, identity shall include, but not be limited to: name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print, or photograph
- B. Both parties shall not use client specific information for any purposes other than carrying out its obligation under this Agreement.

9. NON-DISCRIMINATION

Both parties shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

10. OWNERSHIP OF DOCUMENTS

Any document including but not limited to reports and evaluation/findings produced under the terms of this Agreement will be the sole property of SCC and may not be utilized for public or private purposes.

11. USE OF COUNTY PROPERTY

- A. SCC may access the adult detention facilities for the services described in this Agreement and related activities only. SCC shall comply with any conditions to approval or guidelines for use imposed in connection with use of county property, and any and all federal, state, county (including rules, regulations, and policies), and local laws for using the County property. The Sheriff may change such guidelines as necessary to promote or protect the public safety, health or convenience. The Sheriff shall give reasonable notice of any such changes, subject to emergency situations.
- B. SCC shall not use the county property for any activities that are not expressly permitted under the Agreement or by other written authorization of the Sheriff.
- C. SCC shall not cause any distractions and interruptions to the regular activities of the Sheriff and interference with the public's use of Solano County facilities and services and the regular business of the Sheriff. If the Sheriff determines that SCC is causing an interruption of services or creating any type public nuisance or disruption, SCC shall immediately stop such activities. The term SCC shall include SCC, its officers, agents, employees, invitees, guests, contractors or subcontractors, and their employees.

12. CLEARANCE REQUIREMENTS

- A. Upon requesting entrance into the County facility or anytime within the security perimeter of the facility, SCC will be subject to search of person(s) and/or personal belongings.
- B. SCC shall follow all escort procedures, directions and other instructions of the Sheriff and County personnel.
- C. While inside any County facility, SCC must wear an authorized identification badge that includes a photo in a visible manner. Failure to display an ID badge may result in denied access to the facility.
- D. SCC will be denied access to the facility if suspected of being under the influence of alcoholic beverages or drugs.
- E. Items prohibited from being brought into the facility include, but are not limited to, weapons, alcoholic beverages, prescription medication or illegal drugs.
- F. Pursuant to Article 6, Section 1070 of CA Title 15, SCC shall have such clearance and qualifications as may be required by law, and its presence at the facility shall be subject to the approval and control of the facility manager.

13. COMPLIANCE WITH LAWS

- A. SCC shall comply with all federal, state and local laws and regulations applicable to its performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.
- B. SCC represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 CFR part 200, as currently enacted or as may be amended throughout the term of this Agreement.

14. INSURANCE

- A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.
- B. Minimum Scope of Insurance

Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance

Contractor must maintain limits no less than:

(1) General Liability:

(Including operations, products and completed operations.) \$1,000,000 per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

- Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation: As required by the State of California.
- (4) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

(1) Cyber Liability:

\$1,000,000 per incident with the aggregate limit twice the required limit.

(2) Professional Liability:

\$1,000,000 combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

- E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.
- F. Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:
 - (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
 - (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- G. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if

later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

- (2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.
- (3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.
- H. Waiver of Subrogation
 - (1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.
 - (2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.
- I. Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.
- J. Verification of Coverage
 - (1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.
 - (2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.
 - (3) County must receive and approve all certificates and endorsements before work commences.
 - (4) However, failure to do so shall not operate as a waiver of these insurance requirements.
 - (5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

15. INDEMNIFICATION

- A. Sheriff agrees to indemnify and hold harmless La Clínica and its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of negligent or intentional acts or omissions of the Sheriff, its employees or agents.
- B. SCC agrees to indemnify and hold harmless Sheriff, its employees, agents and elective and appointive boards from and against any damages including costs and

attorney's fees arising out of negligent or intentional acts or omissions of Customer, its employees or agents.

16. UNFORESEEN CIRCUMSTANCES

Sheriff and SCC are not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Sheriff's or SCC's reasonable control, provided each party gives written notice to the other party of the cause of the delay within 10 days of the start of the delay.

17. ACCIDENTS

If a death, serious personal injury or substantial property damage occurs in connection with this Agreement, SCC shall immediately notify the Sheriff and Solano County Risk Manager's Office by telephone. SCC shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information:

- Name and address of the injured or deceased person(s).
- Name and address of SCC employees, agents or contractor, if any.
- Name and address of SCC's liability insurance carrier.
- A detailed description of the accident and whether any of Solano County's equipment, tools, material, or staff was involved.

SCC further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

18. DISBARMENT OR SUSPENSION OF CONTRACTOR

- A. SCC represents that its officers, directors and employees
 - 1. Are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.
 - 2. Have not been convicted of a criminal offense related to the provision of healthcare items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs.
 - 3. Are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in SCC being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.
- B. This representation shall be an ongoing representation during the term of this Agreement and SCC must immediately notify the County of any change in the status of the representation set forth in this section.

19. NONRENEWAL

Parties acknowledge that there is no guarantee that SCC will renew services under a new agreement following expiration or termination of this Agreement.

20. DISPUTE RESOLUTION

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties fail to resolve this matter, this Agreement shall immediately terminate.

21. ASSIGNMENT

This Agreement may not be assigned, delegated, or transferred by either party without the express prior written consent and authorization of the other party.

22. ENTIRE AGREEMENT

This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties. There are no inducements, promises, terms, conditions or obligations made or entered into by the parties other than those contained in it.